

Richard D. Rode  
2301 West Lawther Dr.  
Deer Park, Texas 77536  
Telephone: 832-431-1255

Response Deadline: October 23, 2013  
4:00 p.m. EDT

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Residential Capital, L.L.C., et al., Chapter 11  
Debtors Case No. 12-12020 (MG)  
Administratively Consolidated

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**RESPONSE OF Richard D Rode to Hearing on 36<sup>th</sup> and 37<sup>th</sup> Omnibus  
OBJECTION TO CLAIMS Misclassified and Wrong Debtor Borrower Claims**  
**William J Ridge**

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**# 5610 and # 5612 for Richard D Rode**

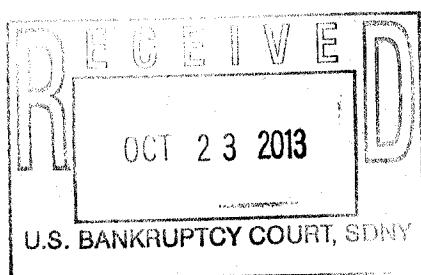
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Richard D Rode ("Creditor/Borrower") submits this response to the Debtors' Objection To Proof of Claim # 5610 amended from (#2571, #1914) And Proof of Claim # 5612 amended from (#2678, # 1908). timely submitted. Both surviving Claims are Separate against each entity, and each claim \$339k secured, and \$923k in general unsecured. And I ask the court to re-classify both to be priority.

**Preliminary Statement**

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RICHARD D. RODE Purchased for \$42500. With a down payment of \$10k, un-improved property on June 8, 1997 known as lot five, block one, Park Place, Sec. one. Later to be known as 2301 w Lawther Drive, Deer Park, Texas 77536. Being a Texas licensed contractor obtained a construction loan for \$240k in June 2000. In February 2001, My company sold the home to myself and former wife. We signed a mortgage loan for \$272k with North American Mortgage Bank, in March, 2001.



That loan was bought and serviced by Washington Mutual. On March 19, 2003 And interest rates at an all time low, I re-financed my homestead for 5.33% fixed 15 year loan for \$265,175. from Southtrust Bank. Later that year Wachovia Bank started to send me statements. And in October 15, 2003, Homecomings Financial sent me a late payment notice. After several months and confusion why I was receiving two mortgage payments, I never heard from Wachovia again, and Homecomings sent me a letter confirming they were the mortgage lien holder. I never recovered 2 payments paid to Wachovia but I did have a better interest rate. On or around May 2006 I received a statement and my payment was not listed and more importantly the principal balance stayed the same. I did not have an escrow account as I paid my own Taxes and Insurance. After several attempts and letters concerning my payments not being posted to account. And then I was sent a letter stating Homecomings paid taxes, and placed insurance on home. The rest has been documented numerous times, including GMAC becoming my master servicer in 2009. Payments would post but then be put into suspense, and then Corp Adv. All above has been documented and presented to Debtor attached is copy of my Houston Attorney Mr Uzick,s suit filed in 2010. The last damage and claim I am entitled to is in September 2008, Hurricane Ike hit Houston, and President declared Harris and Galveston Counties Disaster Zones, and provided relief. I suffered almost \$150,000 in damage in which Harris County provided \$65k in 2010. GMAC called and advised they received a check from my insurance company, and asked about progress. I was to by a Denis Junken that they would release the check upon proof work was completed. And they would hold off on October, November, and December payments would be waived and put at the end of loan.due to disaster area. In January I was served with Substitute Trustee sale and GMAC was going to foreclose. I sent in January four payments overnight to stop any acceleration. I also asked for my insurance check for hurricane damage, and to date I have not received the \$15644.00 paid by insurance company.. Tax refund from Harris county for \$2674.00 was never accredited, Two forced

place insurance policies were put in 2006 \$5988.00 and in 2008 for \$4823.00 I have maintained insurance at all times on this home, however GMAC paid my previous insurance company even though I provided another policy .This same complain happen this year again, as I purchased insurance with AAA, for \$2488.00 yet my previous company Farmers received a check for \$4600.00 Attached is letter from Ocwen stating no insurance coverage..

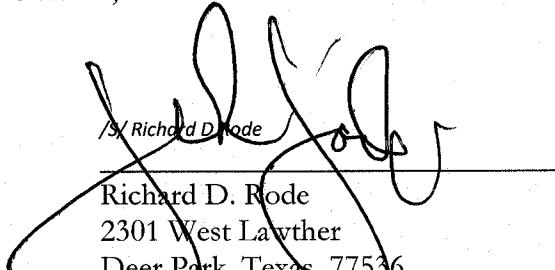
**Security request from Rescap for POC.**

Debtors have stayed dormant and encouraged all creditors to fill out POC(proof of claims). And systematically objected and moved claims to be disallowed and expurged. Again I object to Debtors Shield and Sword tactics requiring litigation and advantage to demand the very same this creditor has been requesting and DENIED.(emphasis yes).

The facts are on July 29, 2009 after several attempts to repair accounting and refunds due and not credited My attorney Mr Uzick, sent registered letter to GMAC representative Charles Hoecher in Waterloo, Iowa Form July thru August my attorney submitted allegations and resolution to Litigation Manager Denise Jungten. Several letters up to and including October 2009, my Attorney pleaded for an answer or confirmation, In good faith two certified checks were sent and even though there was a \$16988.00 overage in escrow, We wanted confirmation and new paperwork confirming all money and credit would be Up to date on Mortgage, and with escrow money to be applied to account. Our estimation being around \$142,000.00 balance. No resolution, or credit to account for any of the above items. In fact after looking online and confirmed with discovery sent, in pending lawsuit, Debtors removed over \$23,000.00 from escrow account, and filed for foreclosure in March of 2010. From August thru March 2010, no other communication was sent by debtor even after several letters certified were sent , (attached) Then Debtors reported illegally past due on credit report, and listed foreclosure causing Fraud, DTP.RESPA, and TILA and other reckless actions resulting in severe damage and hardship on Plaintiff. All stated in pending lawsuit.

And continuing same reckless action, Ocwen sent a notice in February 2013, that they are the new servicers. Along with my attorney and my own personal letter both certified, and titled Qualified Written Response, and no answer to accounting or interest in reviewing account. These actions make it obvious that Homecoming, GMAC,RESCAP, and now OCWEN are following Texas and Federal law to respond and correct any errors to Mortgage/Homeowner. For this and other violations just sent in September 2013 with added charges and no itemization or accounting Debtors and new Servicer have engaged in Deception and Fraud in adding charges to a mortgage they no longer have ,nor ever did, have rights to my homestead. The Damages Secured total is \$339,000.00 against RESCAP (per RESCAP addendum to change name). And \$339,000.000 against Homecomings pre 2008, And \$923,000.00 unsecured against RESCAP, and \$923,000.00 against Homecomings. And damage pending on action of OCWEN as it was over 90 days and no response to date. Reference of deception also confirmed with 2003-RALI-QS12 and my loan code # 8596015 referenced as a "Pass Thru Security", Reference SEC commission file 333-140610 cutoff date June 1, 2003. And yet security was held "on shelf" per CEO James Young, and filed on February 29<sup>th</sup>,2008, and start distribution on March 25, 2008. Debtors have profited from using my home as collateral without my knowledge or consent. This information was only released on 10-18-2013.

Dated at Deer Park, Texas, this 22<sup>nd</sup> day of October, 2013.

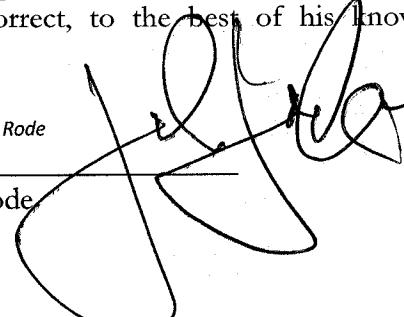
  
*S/ Richard D. Rode*  
Richard D. Rode  
2301 West Lawther  
Deer Park, Texas 77536  
Telephone: (832) 432-1255  
[richrode@att.net](mailto:richrode@att.net)

**UNSWORN DECLARATION UNDER PENALTY OF PERJURY OF  
RICHARD D. RODE, IN HIS OWN NAME AND RIGHT**

Richard D. Rode declares under penalty of perjury, pursuant to 28 USC Sec. 1746, that the facts set forth in the foregoing motion are true and correct, to the best of his knowledge, information, and belief.

/s/ Richard D Rode

Richard D. Rode



**OZICK & ONCKEN, P.C.**

Jeffrey H. Uzick

Attorneys at Law  
238 Westcott  
Houston, Texas 77007  
(713) 869-2900  
Fax: (713) 869-6699  
E-Mail: [dee@uzickoncken.com](mailto:dee@uzickoncken.com)  
[www.uzickoncken.com](http://www.uzickoncken.com)

October 1, 2009

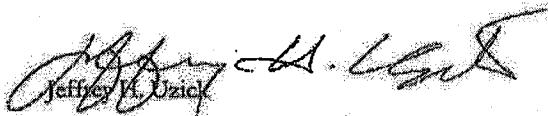
Ms. Denise Jungen  
Advocacy Resolution Specialist  
GMAC Mortgage  
3451 Hammond Avenue  
Waterloo, IA 50704

RE: Account Number: 7435631023  
Mortgagor: Richard D. Rode  
Property Address: 2301 West Lawther Lane, Deer Park, Texas, 77536

Dear Ms. Jungen:

Pursuant to your correspondence of September 24<sup>th</sup>, enclosed please find the signed and notarized Fixed Rate Loan Modification Agreement regarding the above-referenced account number. Mr. Rode has already made the requested payment of \$3,025.00, which your records show as received on September 14<sup>th</sup>. Please forward to me a completely-signed copy of the enclosed document, evidencing your signature on same. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



5/dr\973.090059  
Enclosure  
FEDERAL EXPRESS

2702 Treble Creek • San Antonio

EXHIBIT

"D"

• Facsimile: (210) 341-4570

**UZICK & ONCKEN, P.C.**

Jeffrey H. Uzick

Attorneys at Law  
238 Westcott  
Houston, Texas 77007  
(713) 869-2900  
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[www.uzickoncken.com](http://www.uzickoncken.com)

October 27, 2009

Ms. Denise Jungen  
Advocacy Resolution Specialist  
GMAC Mortgage  
3451 Hammond Avenue  
Watertown, IA 50704

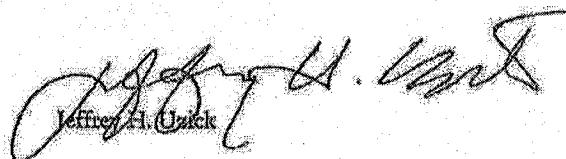
RE: Account Number: 7435631023  
Mortgagor: Richard D. Rode  
Property Address: 2301 West Lawther Lane, Deer Park, Texas, 77536

Dear Ms. Jungen:

My client, Richard Rode, nor I, have yet to receive the completely-signed copy of the Fixed Rate Loan Modification Agreement in the above-referenced matter. Mr. Rode is ready to make the requested payment of \$3,013.70 on November 1<sup>st</sup>, per that Agreement, but there is concern as to how GMAC will be applying that payment considering the recent activity listed on the October 19<sup>th</sup> statement. That statement lists several items that do not explain where funds from escrow are being applied. For example, \$10,000.00 taken from escrow on 10-19 and applied to "Other" or "PD LN MOD CAP FNDS" and \$83.00 applied to "Other" or "PD CORP ADV 3 DRM", along with various other "Fee Paid" items.

Please reply as soon as possible to our request for an accounting of the recent escrow withdrawals and fees contributed to this account, along with the fully-executed Fixed Rate Loan Modification Agreement in time for Mr. Rode to make his November 1<sup>st</sup> payment timely, as agreed.

Very truly yours,



Jeffrey H. Uzick

5/dr\973.090059  
Enclosure  
FAXED

2702 Treble Creek • San Antonio, TX 78230



• Facsimile: (210) 341-1570

TRANSMISSION VERIFICATION REPORT

TIME \*\* 10/27/2009 13:52  
NAME \*\* UZICK&ONCKEN  
FAX \*\* 7138696699  
TEL \*\* 7138692900  
SER. N \*\* D6J169671

DATE, TIME	10/27 13:52
FAX NO./NAME	18667094744
DURATION	00:00:39
PAGE(S)	02
RESULT	OK
MODE	STANDARD

**UZICK & ONCKEN, P.C.**

Attorneys at Law  
239 Westcott  
Houston, Texas 77007  
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Fax: (713) 869-6699  
E-Mail: [de@uzickoncken.com](mailto:de@uzickoncken.com)  
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**DATE:** October 27, 2009

**TO:** Ms. Denise Jungen/Advocacy Resolution Specialist/GMAC Mortgage  
**FAX:** (866) 709-4744

**FROM:** Jeffrey H. Uzick

**COMMENTS:** GMAC (5) requesting signed Fixed Rate Loan Modification Agreement+ explanation of escrow withdrawals and fees

**TOTAL PAGES:** 2 (INCLUDING COVER SHEET)

**FILE NAME:** Rode v. Homecomings/GMAC

**FILE NUMBER:** 973.090059

If transmission is not complete, please call (713) 869-2900

**UZICK & ONCKEN, P.C.**

Jeffrey H. Uzick

Attorneys at Law  
238 Westcott  
Houston, Texas 77007  
(713) 869-2900  
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[www.uzickoncken.com](http://www.uzickoncken.com)

October 30, 2009

Ms. Denise Jungen  
Advocacy Resolution Specialist  
GMAC Mortgage  
3451 Hammond Avenue  
Waterloo, IA 50704

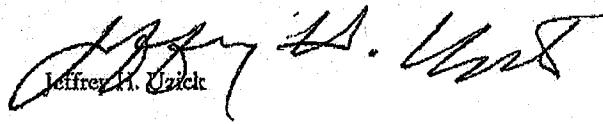
RE: Account Number: 7435631023  
Mortgagor: Richard D. Rode  
Property Address: 2301 West Lawther Lane, Deer Park, Texas, 77536

Dear Ms. Jungen:

This is yet another letter reminding you that we are ready, willing and able to make the payment that is due on November 1<sup>st</sup>, but my clients will not do so unless I receive (1) confirmation that this modification has been finalized; and (2) that the payments are being properly applied. The October 19<sup>th</sup> statement is inaccurate, as it reads, for example, that \$10,000.00 was applied to "Other".

Please contact me or Dee Rode at the number above immediately to solve this continuing problem.

Very truly yours,



Jeffrey H. Uzick

5/dr\973.090059  
FAXED

2702 Treble Creek • San Antonio, Texas 78216

**EXHIBIT**

"F"

3 • Facsimile: (210) 341-1570

TRANSMISSION VERIFICATION REPORT

TIME : 10/01/2009 12:52  
NAME : UZICK&ONCKEN  
FAX : 7138696699  
TEL : 7138692900  
SER. # : D6J169671

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DURATION	00:02:31
PAGE(S)	08
RESULT	OK
MODE	STANDARD

**UZICK & ONCKEN, P.C.**

Jeffrey H. Uzick

Attorneys at Law

238 Westcott  
Houston, Texas 77007  
(713) 869-2900  
Fax: (713) 869-6699  
E-Mail: [de@uzickoncken.com](mailto:de@uzickoncken.com)  
[www.uzickoncken.com](http://www.uzickoncken.com)

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DATE: October 1, 2009

TO: Ma. Danise Jungen/Advocacy Resolution Specialist/GMAC Mortgage  
FAX: (866) 709-4744

FROM: Jeffrey H. Uzick

COMMENTS: GMAC (4) forwarding Fixed Rate Loan Modification Agreement

TOTAL PAGES: 8 (INCLUDING COVER SHEET)

FILE NAME: Rode v. Homecomings/GMAC

FILE NUMBER: 973.090059

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FedEx Ship Manager - Print Your Label(s)

Page 1 of 1

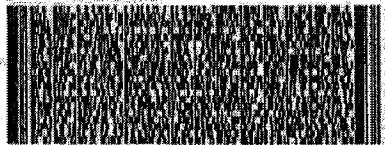
From: Origin L: ALOA (000) 000-1119  
Jennifer Neesler - Loss Mgr  
HOMECOMING FINANCIAL NETWORK  
3451 Hammond Avenue

Waterloo, IA 50702



SHIP TO: (214) 874-0541 BILL SENDER  
ATTN: LOSS MITIGATION DEPT.  
GMAC MORTGAGE  
3451 HAMMOND AVE

WATERLOO, IA 50702



Ship Date: 2/28/09  
Account: 1,013  
CNA: 541000000000  
Account: 3

Delivery Address Bar Code

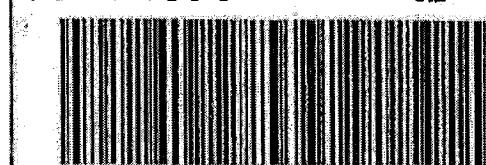


Ref# SVC056  
Invoice #  
PO #  
Dept# SVC856

TRK# 0201 7968 9701 2725

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*FedEx 10-01-09*

Page 1 of 1

Detailed Results

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Detailed Results	Notifications		
Tracking no.: 796897012725			
<b>Delivered</b>			
Initiated	Picked up	In transit	Delivered
Delivered Signed for by: S.MOE			
Shipment Dates	Destination		
Ship date <input checked="" type="checkbox"/> Oct 1, 2009	Signature Proof of Delivery <input type="checkbox"/>		
Delivery date <input checked="" type="checkbox"/> Oct 2, 2009 8:17 AM			
Shipment Facts		Help	
Service type	Standard Envelope	Delivered to	Mailroom
Weight	0.5 lbs/0.2 kg		
Shipment Travel History			
Select time zone: Select	Select time format: 12H   24H		
All shipment travel activity is displayed in local time for the location.			
Date/Time	Activity	Location	Details
Oct 1, 2009 8:17 AM	Delivered		
Oct 2, 2009 8:59 AM	On FedEx vehicle for delivery	WATERLOO, IA	
Oct 2, 2009 8:28 AM	At local FedEx facility	WATERLOO, IA	
Oct 2, 2009 4:37 AM	At dest sort facility	CEDAR RAPIDS, IA	
Oct 2, 2009 4:24 AM	Departed FedEx location	INDIANAPOLIS, IN	
Oct 2, 2009 1:45 AM	Arrived at FedEx location	INDIANAPOLIS, IN	
Oct 1, 2009 9:27 PM	Left FedEx origin facility	HOUSTON, TX	
Oct 1, 2009 8:57 PM	Picked up	HOUSTON, TX	

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RICHARD D RODE

Witness

Print

BARBARA RODE

Witness

Print

**BORROWER ACKNOWLEDGMENT**

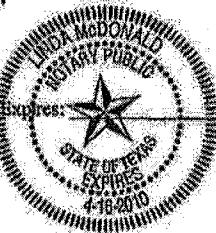
State of Texas  
County of Harris

On this 1 day of OCT, 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared RICHARD D RODE BARBARA RODE personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Linda McDonald  
Notary Public

My Commission Expires:



## UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law

238 Westcott

Houston, Texas 77007

(713) 869-2900

Fax: (713) 869-6699

E-Mail: [dee@uzickoncken.com](mailto:dee@uzickoncken.com)

[www.uzickoncken.com](http://www.uzickoncken.com)

March 8, 2013

### Qualified Written Request and Complaint

To: Ocwen Loan Servicing, LLC

Attention: Customer Care

3451 Hammond Avenue

Waterloo, IA 50704-0780

RE: Account #: 7435631023

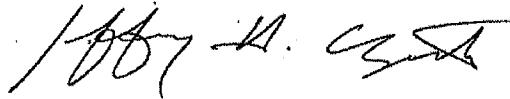
Property Address: 2301 West Lawther Lane  
Deer Park, Texas 77536

Dear Sirs:

This firm represents Rich Rode regarding claims that are currently being pursued against GMAC and Homecomings for the mismanagement of refinancing, mismanagement of his escrow account, and attempted wrongful foreclosure on the property the subject of this loan. While GMAC is in bankruptcy, the claims against it and any subsequent owner of the loan will be pursued.

We hereby object to the transfer of this loan due to the claims made the basis of this suit. We will also take all necessary steps to preserve the property and prevent foreclosure until the underlying dispute is resolved, including filing suit against all subsequent owners of the mortgage. Furthermore, we will pursue any and all damages that are available under statutes and law, including RESPA, if any adverse action is taken against my client while this dispute is pending.

Respectfully,



Jeffrey H. Uzick

CRRR: 7004-1160-0007-3378-8667

cc: Mr. Graham W. Gerhardt/Bradley, Arant, Boult, Cummings  
FAXED

Ms. Erica J. Richards/Morrison & Foerster, L.L.P.  
FAXED

G SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature <b>x Greg Caya</b></p> <p>B. Received by (Printed Name) <b>Greg Caya</b> C. Date of Delivery <b>Mar 12 2003</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
7004 1160 0007 3378 8667 (En) Re (En) Tc Ser Stm or! CIB PS	1. Article Addressed to:  <i>Owen Loan Servicing att: Customer Care 3451 Hammond Ave. Waterloo, IA 50704-0780</i>		
2. Article Number (Transfer from seal) <b>7004 1160 0007 3378 8667</b>			

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

\* \* \* Communication Result Report (Mar. 8, 2013 12:03PM) \* \* \*

1)  
2)

Date/Time: Mar. 8, 2013 12:01PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
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Reason for error

- E. 1) Hang up or line fail
- E. 3) No answer
- E. 5) Exceeded max. E-mail size

- E. 2) Busy
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**UZICK & ONCKEN, P.C.**

Jeffrey H. Uzick

Attorneys at Law  
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Houston, Texas 77007  
(713) 869-2900  
Fax: (713) 869-6599  
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DATE: March 8, 2013

TO: Mr. Graham W. Gerhardt  
FAX: (205) 521-8800

TO: Ms. Erica J. Morrison  
FAX: (212) 468-7900

FROM: Jeffrey H. Uzick

(Dec)

COMMENTS: Owen Notice Letter

TOTAL PAGES: 2 INCLUDING COVER SHEET

FILE NAME: Rode v. Homecomings/GMAC

FILE NUMBER: 700.100001

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\* \* \* Communication Result Report (Mar. 8, 2013 12:03PM) \* \* \*

23

Date/Time: Mar. 8, 2013 12:01PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
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Reason for error

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**UZICK & ONCKEN, P.C.**

Jeffrey H. Uzick

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239 Westcott  
Houston, Texas 77007  
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Fax: (713) 869-6699  
E-Mail: [dez@uzickoncken.com](mailto:dez@uzickoncken.com)  
[www.uzickoncken.com](http://www.uzickoncken.com)

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DATE: March 8, 2013

TO: Mr. Graham W. Gerhardt  
(205) 521-8800

TO: Ms. Erica J. Morrison  
(212) 468-7900

FROM: Jeffrey H. Uzick

(Doc)

COMMENTS: Owen Notice Letter

TOTAL PAGES: 2 INCLUDING COVER SHEET

FILE NAME: Rode v. Homecomings/GMAC

FILE NUMBER: 700.100001

If transmission is not complete, please call (713) 869-2900

## RICHARD D. RODE

2301 West Lawther Drive  
Deer Park, Texas 77536  
(832) 431-1255  
[richrode@att.net](mailto:richrode@att.net)

February 27, 2013

### Qualified Written Request and Complaint

To: Ocwen Loan Servicing, LLC  
Attention: Customer Care  
P.O. Box 1330  
Waterloo, IA 50704-1330

RE: Your account # 7435631023

Dear Sirs:

I have received a "Notice of Servicing Transfer" dated February 7, 2013, from the above-addressed new Servicer, and old Servicer, GMAC Mortgage. The notice arrived on February 16, 2013.

I am sending this "Written Response" based on RESPA,(12 U.S.C., Section 2601 et seq)", Rights under Federal Law and Section 6 of RESPA (112 U.S.C., Section 2605) Complaint Notice and Demand for resolution within 20 days.

My first concern and Qualified Complaint is that I have NOT been given a minimum 15-day notice before Servicing Transfer effective date which is February 16, 2013, per the letter received, referenced above.

My second concern and Qualified Complaint is that I have NOT been given, in writing, GMAC contact numbers or addresses. The above-stated letter refers to "All mailing addresses and phone numbers previously used to contact GMACM, will remain the same. OCWEN phone and address numbers are listed as old HOMECOMINGS contact info.

Third concern and Qualified Complaint is in regards to stated:

Principal balance at \$ 187,290.87  
Escrow Balance (-\$44,135.57) (noted as negative)  
Loan Rate 5.375%  
Next Payment Date 11/01/2008  
Payment Amount "Please refer to your mortgage account statement".

I object, dispute, and disagree to all the above amounts and figures. I have not received any statements, or Escrow Analysis, or any servicing paperwork since 2008.

I did send in an inquiry and dispute in July of 2008 requesting all mortgage information and accounting on alleged note and payments when I received a letter much like this one stating Homecomings was transferring to GMAC. I disputed the figures and balances back then. I also have had numerous requests with both Homecomings and GMAC, regarding "Hurricane Ike" in

Qualified Written Request and Complaint

To: Ocwen Loan Servicing, LLC

February 27, 2013

Page 2

September, 2008. My home was directly hit and received substantial damage. The President declared this region a Disaster Zone. After reporting hardship, and assurance that GMAC modified the mortgage, I received a certified letter in January of 2009, stating GMAC's position was to foreclose on property. I hired an attorney, and negotiated a modification, and I sent \$13,000, in January 2009, to catch up past due. Another \$8,400 was mailed in on May 10, 2009. I also sent a certified check for \$3,025.00 in October of 2009. I am stating these deposits were all in 2009, and 2010. Your report shows next payment due date as 11-01-2008. The above amounts were made in 2009.

Again on March 1, 2010, I was served with Trustee Substitute sale, who was going to foreclose and sell my property on May 10, 2010.

I make this point, because I also sent a certified letter disputing \$192,000 balance, and exercised my rights and due diligent demanding verification of debt, note, deed of trust, etc., and after 30 days until now I have not received that information or any other requested proof and documentation regarding debt, payment, and escrow/accounting that was to be done no later than 30 days from April 10, 2010.

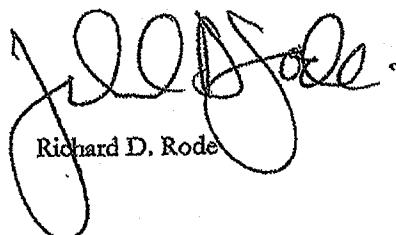
I never receive any copy of a Judgment or original creditor information.

On February 25, 2013, I called 800-766-4622, and was transferred to a Customer Service representative by the name of N'RAE. She stated that there is no more GMAC, only OCWEN, but that she works for RESCAP, and is a third-party information representative. She did NOT have any credentials or ID badge registered with State of Texas, or any other State. Furthermore, she stated that the notice I received is a generic form, and to disregard the information on it. She explained that these notices were mailed to everyone, and that she doesn't even have me or my address, or said account number on file, so disregard the letter.

I will again emphasize that I am disputing all figures and information reported to me on the letter dated February 7, 2013.

Section 6 of RESPA also provides for damages and costs for individuals in circumstances where servicers are shown to have violated the requirements of that section. Please note that a qualified written acknowledgement is required within 20 days of this notice. There are several credits and overages that were due to me back in 2009, and it is unlawful to report or take any action until all above issues and corrections are made.

Respectfully,



Richard D. Rode

7004 1160 0007 3378 8742

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits. *Rode*

1. Article Addressed to:

*Qualified Written Request  
& Complaint*

**OCWEN LOAN SERVICING**

*Att: Customer Care*

P.O. Box 1330

*Waterloo, IA 50704-1330*

2. Article Number

(Transfer from s)

7004 1160 0007 3378 8742

COMPLETE THIS SECTION ON DELIVERY

A. Signature

**X Greg Caya**

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

**MAR 5 2013**

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

8/26/2009

**Homecomings Financial**  
*A GMAC Company*

RICHARD D RODE  
BARBARA RODE  
2301 WEST LAWTHER LANE  
DEER PARK TX 77536

Re: Account Number 7435631023  
2301 WEST LAWTHER LANE  
DEER PARK TX 77536

Dear RICHARD D RODE BARBARA RODE

Congratulations! Your request for a loan modification has been approved subject to the following:

- Receipt of your contribution in the form of certified funds
- Receipt of the signed and notarized loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The contribution amount of \$ 3,025.00 in the form of certified funds, is due in our office by October 1, 2009.
- The interest rate is 5.00000%.
- The first modified payment begins November 1, 2009.  
Principal and Interest \$ 2,320.25  
Escrow \$ 693.45  
Total Payment \$3,013.70

Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary. This document must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed and the signatures must be exactly as the names are typed.

- The signed and notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding.

The contribution and executed loan modification documents are due back by October 1, 2009. Please return to:

Homecomings Financial, LLC  
Attn: Loan Modification  
3451 Hammond Avenue  
Waterloo, IA 50702

**IMPORTANT!** The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1-800-799-9250  
Monday – Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist  
Enclosures

After Recording Return to:

SOUTHTRUST MORTGAGE CORPORATION

210 Wildwood Parkway, Suite 100  
Birmingham, AL 35209

3D

Never  
Recorded

[Space Above This Line For Recording Date]

## DEED OF TRUST

## DEFINITIONS

MIN No. 100021700409327507

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated March 18, 2003 together with all Riders to this document.
- (B) "Borrower" is Richard D. Rode, a married man, being joined herein proforma by my wife, Barbara O. Rode, to perfect lien only. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is SOUTHTRUST MORTGAGE CORPORATION. Lender is a corporation organized and existing under the laws of Delaware. Lender's address is 210 Wildwood Parkway, Suite 100, Birmingham, AL 35209. Lender includes any holder of the Note who is entitled to receive payments under the Note.
- (D) "Trustee" is Robert D. Gardner, Jr.. Trustee's address is 1635 NE Loop 410, Suite 100 San Antonio, TX 78209.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated March 18, 2003. The Note states that Borrower owes Lender Two Hundred Sixty Five Thousand One Hundred Seventy Five and no/100 Dollars (U.S. \$265,175.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2018.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] Renewal and Extension Exhibit

- Condominium Rider
- Planned Unit Development Rider
- Balloon Rider

- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witness:

Witness:

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Richard D. Rode

Barbara O. Rode

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Space Below This Line For Acknowledgment]

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on the 19 day of March, 2003 by Richard D. Rode and wife, Barbara O. Rode.



Notary Public

R  
Delecia  
DATE  
Added  
wrong day!